

Leaseholder Handbook



How to contact us

For more information about any of our services, please contact Leasehold Services on **01903 737627**

Email: leasehold@arun.gov.uk

Arun District Council

Telephone: 01903 737500

Email: housing@arun.gov.uk

www.arun.gov.uk/housing

Arun District Council

Civic Centre

Maltravers Road

Littlehampton

West Sussex

BN17 5LF

Contents	pages
1. Welcome to your home.....	5
2. Your lease explained	6-10
3. Other charges explained	11-15
4. Looking after your home.....	16-17
5. Living in flats and maisonettes	18-20
6. What if I'm not happy with the service provided?.....	21
7. Registering Notices	22
8. FAQs	23-26
Useful contacts	27

Please keep this handbook in a safe place so that you can refer to it when you need to, and pass it on should you sell in the future.



Welcome to the Leaseholder Guide which has been produced with a view to providing leaseholders with basic information in relation to owning their own flat/maisonette. The guide gives details and general information on various aspects of owning a leasehold property.

This guide has been produced to help you understand your responsibilities as a leaseholder and those of Arun District Council as your landlord. We hope you find it useful, it does not however replace your lease which is a legal document.



1 Welcome to your home

The lease which you have signed when purchasing, or which you will be required to sign

should you decide to purchase your home, provides details of the roles and the rights and responsibilities of the Council as landlord and also those of you, the leaseholder. It is important that you understand the commitment you are making when you purchase your leasehold property.

Services

You are responsible for getting your gas, electricity and water supplies connected, and paying your bills from the date you move in. Gas and electricity supplies are usually connected. If they are not, you will have to contact the suppliers to get them connected so they are ready to use when you move in.

If your water supply is not turned on, you will need to find the stopcock. This is usually found under your kitchen sink. In a block of flats, you may sometimes find the stopcock is located in the communal hallway. If this is the case, it is a good idea to clearly label which mains stopcock services your property so that you can find it quickly in an emergency.

Council Tax

You should contact the Council Tax section to arrange your Council Tax



payments. You may be entitled to Council Tax Benefit if your income is below a certain amount or a reduction in the amount you pay if you are the only person living in the property (or both).

Paying your charges

You will be responsible for paying the ground rent, buildings insurance (Arun District Council arranges this) and service charges from the date of completion. Your solicitor should have explained your lease to you and what expenditure you will be responsible for. If you are not sure what you should pay and when, please contact us for assistance. It is important that you do not allow your account to fall into arrears as you will be in breach of the terms of your lease.

2 Your lease explained



Your lease is a legal document which explains your rights and responsibilities as the leaseholder and the relationship between you and the Council. Your solicitor should have explained the lease before it was granted or assigned to you. Leasehold ownership of a flat or maisonette is simply a long tenancy, the right to occupation and use of the flat for a long period - the 'term' of the lease.

This will usually be for 125 years and the flat can be bought and sold during that term. The term is fixed at the beginning and so decreases in length year by year.

The ownership of the flat or maisonette usually relates to everything within the four walls of the property, including floorboards and plaster to walls and ceiling, but does not usually include the external or structural walls, or the loft space. The structure and common parts of the building and the land it stands on are owned by the freeholder, who is responsible for the maintenance and

repair of the building. The landlord can be a person or a company, but in your case is the local authority. A plan will be attached to your lease. This shows the boundaries of your home and the building that includes it. There may also be another plan to show the areas for which you will pay a share of estate maintenance costs.

The lease contains legally binding responsibilities both for you and us as the freeholder. There are also some statutory requirements that ensure you have information and are consulted before major works are carried out.

Your responsibilities as a leaseholder:

Your lease will impose various obligations and responsibilities on you. Some of these obligations and responsibilities are described below:

i **Obligation to pay ground rent**

Under the terms of the lease you are required to pay ground rent. The ground rent is usually set at £10 per annum.

ii **Obligation to pay the service charge**

Under the terms of the lease you are required to pay towards the expenses which include the maintaining, repairing, improving, cleaning and insuring of the building and grounds and the shared areas and structural parts.

iii Obligation to pay outgoings

Under the terms of the lease you are required to pay all rates and charges, taxes, utility bills etc charged in respect of your property.

iv Prohibition from sub-dividing part only of your property

Under the terms of the lease you cannot sub-divide.

v Obligation to keep your property good repair

Under the terms of the lease you are required to keep the demised property in good repair, this includes decorative repair. A full definition of your repairing obligations is included in your lease. It is not possible to list here all such potential responsibilities but these usually include:-

- all repairs to the inside of your home, and your windows and internal non-structural walls
- repairs to all fixtures and fittings inside your home, except any communal areas
- payment for repairing any damage to the building, services, grounds etc caused by you, by members of your household, or by your visitors or agents
- keeping the communal areas clean and tidy (except where it is the landlord charges you for full services)

- decorating the inside of your home
- maintenance of private garden (if any) in a neat and tidy condition.

You must not make repairs on landings, stairways, shared communal areas, structural parts of the building and other parts of the building and grounds that are not owned by you.

If any such work was carried out by you, members of your household, your visitors or agents, you will be required to pay for any damage caused. Furthermore, you will not be covered under the Council's insurance policy if an accident or damage was caused as a result.

vi Obligation not to cause damage to your home or any other part of the building

Under the terms of the lease you have a responsibility to ensure that you do not cause any damage to your home, or to any part of the building or grounds.

vii Obligation to allow the Council access and entry to your flat

Under the terms of your lease you are obliged to give the Council access to your flat if it is required to carry out an examination of the flat, or to make repairs. Usually, such access need only be given after a reasonable notice period.

However, you will be obliged to give immediate access in the event of emergencies and in some instances the Council has the right to arrange to enter your property without your consent (for example a water leak affecting a property below).

viii **Prohibition from doing or allowing anything to be done that might be a nuisance, annoyance or danger to the Council or to other occupiers**

The terms of your lease will impose various prohibitions on you not to act or allow others to act in such a way that might be or become a nuisance, annoyance, antisocial behaviour, or danger to the Council, or to other occupiers in the block.

ix **Prohibition from making any alterations to the property without the prior permission of the Council**

As a leaseholder you have the right to improve your home. While the Council do not need to be informed about minor work such as decorating, you will need written permission before you make any alterations to your home which effects the building structure.

It is not possible to list all of the types of alteration for which you would require permission but they would include, for example;

- Alterations that affect the structure, walls, windows,

floors, ceilings, doors/frames, plumbing and electrical services.

For example: the removal of internal walls may cause severe structural damage to a block and must not be done without prior permission.

- Additions of aerials or satellite dishes to the exterior of the building
- Outside decoration
- Replacement windows and exterior doors.

To request permission to make any alterations you should write to the Leasehold Services. You will need to give as much information as possible about what you want to do and include a drawing or plan. A building surveyor may need to visit your home to see what you intend to do, before a decision can be made.

The permission that the council might give to go ahead with work is not the same as planning permission and building regulations approval. You are responsible for obtaining any necessary planning permission and building regulations approval before you commence the work.

The Council will normally make it a condition that you do this before permission is given for the work to be carried out.

If you do something without permission, the Council has the right to put things back as they were and charge you for it.

x **Prohibition on replacing or**

changing in any way the outside windows without the prior permission of the Council

In most leases the windows belong to the leaseholder. However you must not replace windows unless the Council has given you permission in writing first. If you replace or otherwise change the windows without permission, the Council has the right to put things back as they were and charge you for it.

xi Prohibition on making loft conversions

As a leaseholder it is unlikely that you will own any loft space. If there is loft space above your flat, it is likely that the Council owns it even if the loft hatch for access is inside your flat. You may apply to the Council to buy the space but typically the Council will not sell it. If you undertake a conversion without owning the space or without permission, the Council has the right to put things back as they were and charge you for it.

Our responsibilities include:

- Keeping the building insured and providing you with a copy of the summary of cover.
- Consulting you about any works that will cost more than £250 per home.
- Consulting you about any contract that will last for more than 12 months that will be reflected in your service charge as a charge of more than £100 per annum.

- Producing service charge accounts within six months of the end of the accounting year (currently 31 March) and providing these to you by 30 September.
- Keeping the structure, common parts and outside of the property in good repair.
- Not unreasonably refusing you permission for improvements or alterations you want to make to your home.

The services provided by Leasehold Services includes:

- Raising and issuing of the annual Service Charges to leaseholders
- Raising and issuing of Service Charges for major works
- Debt recovery
- Maintenance of leaseholder's records
- Responding to enquiries/ complaints from leaseholders on related matters
- Responding to enquiries from solicitors on sales of property
- Responding to requests for lease extensions
- Responding to requests for leasehold enfranchisement
- Interpretation of legislation and implementation of any changes
- Calculation of Management Fees.

Therefore any enquiries regarding the content of the Service Charge should be directed to Leasehold Services in writing only in the first instance.

Please remember...

It is important that you keep to the conditions of your lease. If you break any of the conditions you will be in breach and we may take you to court. If the court considers the breach to be serious you could lose your home without any compensation or payment for your lease, and have to pay our court costs.

This brief summary is only a general guide and has no legal authority.

3 Other charges explained

Before you purchase a leasehold property, it is important to check you will be able to afford it. You need to find out what the current and future service charges are likely to be. You should also check what plans there are for major works that could affect the service charge in the next few years after your purchase. The service charge may vary every year.

You may also have a mortgage from a lender which you must keep up to date.

Ground Rent

Because leasehold is a tenancy, it is subject to the payment of a rent (normally £10) to the landlord. Ground rent is a specific requirement of the lease and must be paid on the due date.

Services Charges

Service charges are payments by the leaseholder to the landlord for all the services the landlord provides. These will include maintenance and repairs to common parts, insurance of the building and, in some cases, provision of lifts, lighting, communal aerials, door entry systems, cleaning of common areas and grounds maintenance, etc. Usually the charges will also include the costs of management. Service charges can vary from year to year; they can go up or down without any limit other than that they are reasonable. Details of what can (and cannot)

be charged by the landlord and the proportion of the charge to be paid by the individual leaseholder will all be set out in your lease.

You will be charged actual service charges once the financial year ends (31 March) and the full costs are known. Details of how you can pay will be shown on the invoice.

Main components of the service charge

The Management Fee

This covers the costs of providing a leasehold management service to you. This includes staff costs, office costs, IT services, postage, telephone etc.

The Buildings Insurance Charge

As the owner of the freehold of your building we need to make sure that it is properly insured. We do this by insuring your home on our block policy. As all our leaseholders are insured on this policy, we get a cheaper rate and pass the savings on to you. The charge for this is shown on your annual service charge schedule. We do not make a profit on the premium we collect.

Information about the current buildings insurance policy and a summary of cover is available on request. We will also help you if you need to make a claim. You should make sure that you are not paying buildings insurance to your mortgage

lender as well as to us. Our policy does not cover the contents of your home. We strongly recommend that you take out home contents insurance to cover theft or damage to your belongings and damage you might cause to another part of the property.

Gardening and communal areas

If your home has communal gardens, extensive hallways and other communal areas, we may on some blocks appoint contractors to do the gardening and litter picking. The costs are included in your service charge payments. To make sure you get a competitive price and a good service we invite tenders for the work on a regular basis. We have procedures to check that the contractors are doing a good job but will always welcome your help. If you have any comments on the service you are getting from the contractors, please let us know. Some blocks also have care-taking services for the communal areas.

Communal Electricity

If your building or estate has any shared lights for paths, car parks or hallways, you will pay for the running costs through your service charge.

Repairs

To report a repair please contact Housing Repairs at 01903 787827 or e-mail housing.repairs@arun.gov.uk

Repairs and Maintenance

Whilst it is not practical to list all of the repairs and maintenance for which the Council will be responsible, these include:

Structure

- Roofs, drains, gutters and shared pipes on the outside of your home
- Exterior walls
- Communal entrance doors
- Window frames and exterior cills (excluding glass)
- Outside paint work
- Shared paths and steps
- Chimneys and chimney stacks
- Communal stairs and landings
- Shared outbuildings, including drying areas
- Foundations
- External and internal structural walls (but usually not the plaster)
- Boundaries (except where you or a neighbouring owner are responsible)

Installations, fixtures and fittings:

- Communal heating systems
- Shared water pipes, water tanks, gas pipes and electrical wiring
- Light fittings in shared areas
- Controlled door-entry systems
- Decorations in shared/communal areas.

Maintenance:

- Keeping communal areas clean (where it is not the leaseholder's responsibility)
- Maintaining and checking the Landlord's electrical and lighting supplies

Planned Maintenance

From time to time the council needs to carry out major work to its buildings in order to keep them in repair. This is also known as cyclical work. Projects might include replacing roofs, windows, doors, external subsidence, brickwork repairs or redecorating the common areas of the building where you live. Major works are generally those projects that will cost individual leaseholders more than £250.

Consultation

Landlord and Tenant 1985 (as amended) Section 20 Notices

If the council needs to carry out any major works to your building, you will be consulted beforehand in line with the legal requirements that apply to all landlords. This will include two formal notices. The first pre-tender S20 Notice is of the intention to do works. Leaseholders have a 30 day period following this Notice in which to make *written* nominations. The contractors nominated must meet specified criteria in order to submit a tender. After a minimum of 30 days the second S20 Notice sets out the estimated costs from the successful tender. Leaseholders have a 30 day period following this Notice in which to make *written* observations about the works and/or the costs and to request sight of the tender documents. There may be more than 30 days between the first

and second Notices while tender documents are reviewed.

If necessary the council may hold meetings with resident groups and will keep you informed.

Defects period

Once the works are completed there is normally a 'defects liability period' in which the contractor can be brought back to remedy any faults at no extra cost. This is the time to alert the council to any faults you are aware of - once this period is over, costs will be incurred to put right any defects. In addition, in the case of flat re-roofing and some other major works materials, there will also be a guarantee on works installed by a qualified and approved contractor. Hence if for example a roof leak occurs during the guarantee period the company will attend and rectify with no additional charge to the clients providing it is a fault with the material and/or the installation.

Major works bills

The council does not manage a sinking or reserve fund to collect money in advance. Major works are normally billed in arrears with the annual service charges.

Paying for major works

Due to the time period between when you first become aware of the costs you have to contribute to and when the works are actually billed, please make the necessary

provisions to make payment when you receive the invoice. When the demand is made, payment typically will be due within 30 days. Alternatively you may request an instalment plan. There are also other payment options.

Reserve or Sinking Funds

There are no funds in place under the terms of the Local Authority lease beyond the first 5 years of the initial Right to Buy purchase.

When do I have to pay my charges?

We will send out an invoice detailing the costs for the past financial year with an explanation of your rights by the end of September each year.

Right to Inspect Accounts

You also have a statutory right to inspect the invoices for costs included in the service charge accounts. We can arrange this and, for a reasonable charge, supply copies.

Record Keeping

You should keep copies of the annual service charge accounts. They are important records both for you and anybody who wants to buy your property.

How can I pay?

We want to make it as easy as possible for you to pay your service charges. This means giving you a

choice of different ways to pay.

On-line

The easiest way to pay is online at www.arun.gov.uk/pay. Select 'Housing Leasehold Service Charge account' and follow the simple directions. You can pay in full or by monthly instalments.

Direct Debit

Many of our residents have already chosen to pay by Direct Debit and we would encourage you to consider it. Here are some of the advantages of paying by Direct Debit: only one form to fill in to set up the debit instruction, no queuing and no need to notify your bank each year. The Direct Debit guarantee covers you against any errors made by us or your bank.



What if I have trouble paying my charges?

Your service charge will vary from year to year depending on the costs incurred. The biggest variation will be when it is necessary to carry out

major works. We will consult you in advance about major works, and give you advance warning of the amount you will have to pay, so as there is no sinking fund, it is in your best interests to budget for future expenditure. Whether large or small amounts, we need to collect your service charge contributions so we can pay the costs of managing and providing services to all the leaseholders in your building or estate.

Talk to us first - contact Leasehold Management Services if you have any queries - see back page for details.

Get advice - our staff can help you to complete a personal budget and will refer you to specialist welfare benefits and debt advice agencies depending on your circumstances.

Do not ignore any letters or documents we send you or any calling cards we may leave at your home.

Deal with debt early - leaving it until things build up only makes it harder to sort out in the long run. We will chase up payment, if necessary with court action, to enforce your debt. However, we will also offer details of how to get advice on what benefits you may be entitled to receive, and any other issues. Where appropriate we will take all reasonable steps to agree an alternative but fair

individual payment schedule.

If you do not to pay your service charge, your lease can be forfeited. This means that we can repossess your home, and you would not be entitled to anything for it. However, this could only occur after a Leasehold Valuation Tribunal has confirmed that our service charges are reasonable and any other legal requirements have been met. We will do all we can to avoid forfeiture ever happening. If you have a mortgage, your lender will want to protect their security. We will let you know if we intend to contact them to see if they will pay the arrears and add the amount to your mortgage. Most lenders will do this, but it may affect their view of you as a borrower.

A bad payment record could stop you getting another mortgage or loan.

Can I get help towards paying the service charges?

There are a number of options available to pay for major works carried out at your block. Please contact your Leasehold Management Officer for specific details.

If you are earning a low income, or receive a state or private pension, you may be entitled to claim benefit to help pay the service charges. Your local benefit office can give you a claim form.

4 Looking after your home

Routine

As the leaseholder, you are responsible for the internal repairs to your home, and the safety of gas and electric fittings. You should arrange for regular servicing - at least once a year - of central heating boilers and systems, gas fires, etc. by qualified specialists. Your gas and electricity suppliers will normally offer this service.

This is important for your safety, and that of your neighbours.

If you fail to repair items such as water leaks or running overflows that have a detrimental effect on other occupants or the fabric of the building, we have the right to enter your property and carry out the repairs ourselves. You will be recharged for any expenditure we incur in the process.

Decorating your home

You are responsible for keeping the interior of your home in a good decorative condition.



What do I do in an emergency?

It is important to think about what to do in an emergency before it happens. If you have a water leak, gas leak or electrical problem you need to be aware of what action you should take.

Water Leaks

If you find a burst pipe or you have a water leak you should immediately turn your water off. You do this by turning off the mains stopcock.

Gas Leaks

If you smell gas you should turn off your supply at the mains and remember extinguish all flames. The gas tap is found next to the gas meter. You should then call the gas distribution company immediately. The number you should ring can be found on your gas bill or in Yellow Pages. Because you live in a flat you should have your boiler checked each year by a qualified contractor,

if you sublet your flat this is a legal requirement.

Electricity

If you have an electrical fault you should switch off the supply at the mains. This is found next to your fuse box. You should then call a competent electrician. If your supply fails completely you should call your electricity supplier. The number can be found on your electricity bill or in Yellow Pages.

Fire

You can help to prevent a fire by unplugging electrical appliances before you go to bed and when you go away. Keep matches away from children and do not leave lit candles unattended. Smoke alarms are useful to warn you of a fire so you should check them at least once a month to make sure they work. Finally be aware of the fire exits, and make an evacuation plan.

Condensation

Condensation is often caused by poor ventilation. If your home has condensation problems, you will often find black mould growing in the corners of the rooms, windows and on outside walls. This can damage your home and furnishings.

You can help prevent condensation by:

- Keeping air vents in your home open

- Wiping down windows in the morning where water may have collected overnight
- Keeping rooms warm in cold weather
- Opening your windows to allow fresh air in whenever possible
- Not using paraffin or bottled-gas heaters.

We have a separate leaflet explaining condensation.

Pests

For advice on dealing with mice, rats, cockroaches or other types of pest in your home, contact your Environmental Health department at the Council. There may be a charge for this service.



5 Living in flats and maisonettes

When you are sharing facilities and living very close to your neighbours in a block of flats, this can cause difficulties, especially if people are inconsiderate or their behaviour is unreasonable. We ask that everyone makes a special effort to be a good neighbour so you do not upset or cause a nuisance to others living in your block or on your estate. Most of the problems we have to deal with on estates are complaints about noise. Noise travels easily between flats so please limit the activities that create a noise nuisance, especially in the evening and at night.

Where can I park my car?

Check your lease, it will show if you have allocated parking or can use the parking areas.

Shared responsibility

Everyone who lives in a block can use the shared hallways, gardens and drying areas. You should keep these areas tidy and free from rubbish. You can help us by doing the following:

- Getting to know your neighbours and local community, this can help make it easier to talk to each other if any problems arise.
- Regularly cleaning the landing and stairs near your property.
- Making sure the stairs and landings are not blocked with things like toys, bicycles, rubbish sacks, prams or mobility scooters. They can be dangerous if people

trip over them or have to get out of the building quickly if there is a fire.

- If your block has a door-entry system, making sure the door closes behind you. Don't wedge doors open and don't let anyone in who you don't know.
- Always putting your rubbish in the bins. Don't leave rubbish outside your flat or maisonette.
- Making sure your children don't play in the shared hallways, stairs, balconies or doorways.
- Telling your Leasehold Officer if you see someone dumping rubbish - noting information about them such as where they live, if they live on the estate and their vehicle registration if they use a vehicle to dump the rubbish.

Safety considerations

For your safety and others, do not store flammable substances such as petrol, bottled gas or paraffin heaters in your home, on your balcony or in shared areas. Do not throw, or allow others to throw, anything from your flat or maisonette.

If there is a fire, call the fire brigade immediately. If it is safe for you to do so without putting yourself or your family in danger, tell everyone else in the block. Get out of the building as quickly as possible, closing doors behind you. Leave using the stairs, not the lifts.

Your Environment

Rubbish should be placed in bins or areas provided. If there are no ...communal bulk bins ... leaseholders are responsible for purchasing their own bin and arranging for individual recycling bins directly from the Cleansing Department at ADC . You may also request a chargeable garden waste bin. If there are no bins please use black sacks and put them out on the day of collection. If you have other items the refuse collectors will not remove, you should arrange for them to be taken to the amenity tip.

Graffiti

If you see any graffiti or vandalism you can report this to the police as this is criminal damage, or to Arun District Council.

Antisocial behaviour

Antisocial behaviour can range from incidents such as noise nuisance and dumping rubbish to serious offences of harassment and drug dealing. All types of antisocial behaviour result in distress and misery for individuals and can damage local communities. Where possible, we will take action against people if their behaviour is unacceptable and causes problems for others. You have a responsibility to make sure you act in a considerate and reasonable way towards others. This includes the behaviour of your household members and your visitors.

If you experience antisocial behaviour,

we may ask you to keep details of the incidents. We cannot take action without evidence. Contact the Neighbourhood Services Team who cover your area to discuss the problem and what action can be taken to put things right.

If you have a disagreement with your neighbour, try talking to the people responsible to ask them to stop their behaviour before you contact us. For serious incidents, including threatening behaviour or violence, you should contact the police immediately and then report it to us.

What Arun District Council will do about Anti Social Behaviour

- Assess any report of antisocial behaviour, harassment or domestic violence promptly;
- Investigate the complaint and help you to sort out the problem without taking enforcement action;
- Offer mediation for disagreements between neighbours;
- Take enforcement action against people who are responsible for the problem;
- Work with agencies such as the police and others to find solutions;
- Look at making environmental or physical changes to an area to get rid of the problem work with residents to make clear what is acceptable behaviour.

Sub-letting

If you are considering sub-letting your home, you should first obtain our permission and that of your lender in writing and seek independent legal advice.

If you sub-let the property, you are legally responsible for the actions of your tenants. If your tenants breach any condition of the lease such as cause a nuisance or cause harassment, we will take action against you as the leaseholder.

You will be expected to take prompt action to address the issue. In light of this, you should ensure that the conditions of any tenancy agreement you or your agent grant to your tenants makes clear provision for these matters. You must tell us the name of your tenant and your contact details.

The Smoke and Carbon Monoxide Alarm (England) Regulations 2015

From 1 October 2015, private landlords must have:

- at least one smoke alarm installed on every storey of their rental property which is used as living accommodation; and
- a carbon monoxide alarm in any room used as living accommodation where solid fuel is used.

At the beginning of each new tenancy, a landlord must ensure that the alarms are in working order.

The local authority has the right to remedial notices to ensure compliance. Failure to comply with this remedial notice could lead to a penalty charge of up to £5,000.

DCLG has published guidance for landlords with sections covering responsibilities, types of alarms, exemptions and enforcement.

<http://www.legislation.gov.uk/ukxi/2015/1693/regulation/5/made>

<https://www.gov.uk/government/publications/smoke-and-carbon-monoxide-alarms-explanatory-booklet-for-landlords>

Annual Gas Safety Checks

A 12 monthly gas safety check must be carried out on every gas appliance/flue. A gas safety check will make sure gas fittings and appliances are safe to use. All installation, maintenance and safety checks need to be carried out by a Gas Safe Registered Engineer.

Setting the standards

Our aim is for you to enjoy living in your new home and that is why we are committed to providing you with an excellent service at all times. We have set standards and targets for areas of our service, for example, how quickly we will respond to your repairs requests, what level of estate services to expect, targets for responding to service charge enquiries and targets for dealing with customer feedback.

6 What if I'm not happy with the service provided?



Things do sometimes go wrong and if you are unhappy with any element of the service you receive please contact your Leasehold Management Officer.

If you need to make a complaint

Our complaints procedure has two different stages and we will respond within a target time. If you require details of the procedure these can be sent on request. Paper complaint forms are available online at www.arun.gov.uk/corporate-complaints or at all Council offices or by telephoning us on 01903 737709. If you do not agree with the decision at Stage 2 then you have the right to pursue your complaint with the Ombudsman.

Where else can I get advice?

You can contact a local Citizens' Advice Bureau, a law centre or a solicitor for advice.

Joining Arun Tenants & Leaseholders Organisation

You can give your opinions about our policies and procedures. They can also offer you practical support for activities you want to arrange, or for setting up a new residents' association. For more information on ways to become involved contact us.

7 Registering Notices

If you intend to remortgage your property at any time, you should contact us first to discuss the matter. We will not agree to provide the information required by the lender if you have outstanding service charges or are in breach of the terms of your lease. Once the remortgage has taken place, the lender will need to provide a notice of charge to us to record with the Land Registry. Until this is done your lender's security will be at risk.

Assigning (or selling) your lease

If you bought the flat from Arun District Council within the last 5 years under Right to Buy provisions, some of the discount you received on the purchase price will have to be repaid. This is now based on the current sale price.

If you intend to sell your flat, please let us know when you have instructed estate agents or solicitors. We will need time to prepare detailed and comprehensive information for the prospective purchaser.

If we are not informed of the potential sale this could cause delays which could prevent the exchange of contracts taking place. We will notify the solicitors involved of any arrears of ground rent, buildings insurance or service charges. These must be paid before we agree to the sale taking place.

Notice of Transfer or Assignment

Once the sale has taken place the notice of transfer, and probably notice of charge, will need to be sent to our solicitors to record with the Land Registry. Until this is done, you, as the outgoing lessee, will be responsible for any issues relating to the leasehold property.

Fees

There are fees that need to be paid for registering remortgages, notices of charge, and notices of transfer and providing the information required for the assignment of a lease. The fees are reviewed in April each year so it is best to check with your Leasehold Officer for the current amount.

Apportioning the service charges with the purchaser

You may sell your lease part way through the financial year, which means that the actual cost for the annual service charges will not yet be known. Until the final accounts have been issued, you will need to arrange retention with the purchaser's solicitor to cover any actual service charges. We will need to keep in contact with you and your solicitor to sort this out once the actual costs are known. This is usually from June to September when the final accounts are issued for the previous financial year.

8 FAQs

Can I carry out home improvements?

Generally, yes. Minor works such as putting up shelves or decorating can obviously be carried out without consulting us. Modernisation of kitchens and bathrooms can be done with consent if structural or common parts will be affected, but do advise your neighbours of any possible disturbance. If you intend to carry out major works, such as replacement windows and doors, taking down or putting up a wall or building an extension, you will need our written permission. Please note that the loft space in your block belongs to the Council in all blocks and is never sold with a Leasehold. Permission will not be granted for any loft extensions. This includes when the loft access is inside the flat. If you are doing structural work to your home, we'll need to see plans. You should also write to us and confirm that the works will be carried out by a reputable builder and will comply with all necessary local authority building regulations and planning requirements. Please see pages 6-10 in this handbook for additional details, and contact us if you need advice.

Can I install a satellite dish?

Most leases restrict the fitting of satellite dishes. Our blocks have communal aerials which are being upgraded to accept the new digital

signal and satellite channels.

What about installing cable TV?

In many cases this could involve digging up communal gardens or areas, and routing cables through halls and stairways. As this could disturb the communal areas and your neighbours, you must ask our permission before you agree anything with the cable company.

Can I keep pets?



You are not allowed to keep any animals if they are dangerous, or if it is unlawful to have them. Where necessary you should get your

animal licensed. If your Lease allows pets they must be domestic pets or birds, in reasonable numbers. You must not allow your pets to cause annoyance or a nuisance to other people, which includes frightening or endangering them. It is important that you look after your pet, and clean up after it. Dogs must be on a lead and accompanied in all communal areas including communal grounds and gardens at all times.

Can I take in a lodger?

Yes. You are, however, responsible for them and you must make sure they keep to the conditions in your lease. You should check with your income tax office because you may be able to claim some tax benefits on the rent you get paid by your lodger.

Can I sub-let my home?

You must let us know if you intend to sub-let your home. Under no circumstances can you split your home into two or more separate homes for sub-letting. It can only be sub-let if you move out and let it all. You will still be responsible to us as the leaseholder, so it is important for us, and you, to make sure that we have your new or temporary address. As a landlord you will be responsible for annual gas safety and smoke detector checks. If you appoint a managing agent, you should provide us with their details. If you have a mortgage we would also advise you to contact your lender and get their permission. If you are a shared owner and do not own your entire home you may not be able to sub-let.

Can we buy the freehold of our flat or maisonette?

Leaseholders now have the right to group together and buy the freehold of the building if they occupy the majority of the homes within it. If this is the case in your building, you can contact us for

further information about your right to buy the freehold. This is known as enfranchisement. Do get legal advice.

When can I expect to be consulted about work to be carried out to the property or estate?

If major works that will cost more than £250 per leaseholder are required or long term agreements costing £100 per leaseholder per year are entered into, we are obliged to serve notice on you of our intentions.

The notices are required by Section 20 the Landlord and Tenant Act 1985 (as amended) and provide an opportunity for leaseholders to be consulted. Consultation is not carried out for works under £250 or long term contracts under £100.

We will:

- Advise all leaseholders and any recognised residents' association of the proposed works, the specification, and the contractors who we will ask to tender for the work.
- Ask all leaseholders and any recognised residents' association if they want to suggest any other contractor who might be suitable to do the work, and can meet our requirements (you will be given at least 30 days to comment).
- Provide details of the tenders

received and which one we intend to use.

You will receive a statutory consultation notice and be given at least one month to provide us with comments. We will then summarise the comments received and explain how we have been able to accommodate them, or why we cannot do so. Wherever possible we will provide more information about dates of work and access requirements.

How is the decision made about the work to be done?

As professional managers of your building and estate we have the responsibility to decide what work needs to be done and when. However, we will have regard to any comments we receive from you, and whenever possible try to meet them. If a majority of leaseholders have a view which we cannot agree with, we will do our best to explain why. We may have over-riding responsibilities to other residents in the building or estate.

How is the decision made on who should do the work?

We are required to work only with contractors who can meet our criteria for experience, financial stability and quality. We will use new contractors only if they meet these standards. Commercial contractors cannot have any connection with our staff. Competitive tenders are

required for major works. We will usually choose the one quoting the lowest price. If we do not do so, we will explain why.

Is there any limit to the costs?

Generally, there are no limits. However, if you purchased under the Right to Buy, there are limits during the first five years for repairs and improvements and general repairs. These were detailed in your Offer Notice which you received when you applied to buy your home. During these first five years we cannot charge more than the amounts we estimated for itemised repairs and improvements (after allowing for inflation).

How do I know if the service



charges are reasonable?

It is in our interests as well as yours to ensure that all costs are reasonable.

What can I do if I think the service charges are unreasonable?

We would ask you to speak to us first to see if we can explain the reasons for the service charges. You have the right to take your case to First-tier Tribunal. The First-tier Tribunal (Ft-T) provide an accessible and relatively informal way to resolve residential leasehold disputes. A fee has to be paid by you if you want to go to the Ft-T. Proceedings at the Ft-T are semi-formal. Neither side is required to be represented, evidence is not given on oath and the usual court rules do not apply. The Ft-T hears both sides of the argument and then determines the issue on the basis of the evidence and the judgement and experience of the Ft-T members. Their decision is issued in writing as soon as possible after the hearing.

Useful contacts

Arun District Council website **www.arun.gov.uk**

Arun District Council Leasehold Services **01903 737627**

Email: leasehold@arun.gov.uk

Arun District Council Housing Repairs **01903 737827**

Email: housing.repairs.arun.gov.uk

Arun District Council Environmental Health **01903 737755**

Arun District Council Insurance Officer **01903 737500 Ext. 37429**

Anti-Social Behavior **101**

Building Insurance - Zurich Municipal **0800 028 0336**

Policy Number: **QLA-11H062-0113**

Citizens Advice Bureau **0844 477 1171**

Council Tax **01903 737752**

Email: revenues.benefits@arun.gov.uk

Emergencies **01903 713976**

Gas Leaks **0800 111999**

Housing Ombudsman Service **0300 111 3000**

Email: info@housing-ombudsman.org.uk

Leasehold Advisory Service (LEASE) **0207 383 9800**

Payment Enquiries **01903 737500**

Police **101** (non emergency number)

The Pension Services **0845 606 0265**

Tribunal Regional Office **01243 779394**

West Sussex County Council **08457 581232**

This Handbook is for general information only. Details are subject to change. Please contact Leasehold Management Services if you have detailed questions.



Arun District Council
Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF

Tel: 01903 737500
Email: housing@arun.gov.uk
www.arun.gov.uk/housing